

Leonard M. Shulman - Bar No. 126349
LShulman@shulmanbastian.com
Shane M. Biornstad - Bar No. 250202
SBiornstad@shulmanbastian.com
SHULMAN BASTIAN FRIEDMAN & BUI LLP
100 Spectrum Center Drive, Suite 600
Irvine, California 92618
Telephone: (949) 340-3400
Facsimile: (949) 340-3000

Attorneys for KPC Promise Healthcare,
LLC, The KPC Group, KPC Healthcare,
Inc., and Kali P. Chaudhuri

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, EASTERN DIVISION

MARY LEBRUN OBOT-AKATA,
BRI A. BLACK, CRYSTAL
MICHELLE PHILLIPS, EMILY
KATHERINE HENESH, HOLLY
MARIE LYONS, KYLIE E. BARKER,
MATTHEW JOSEPH ELLISON,
MARGARET M. FIORENTINO,
MELANY A. MCCARTY,
MITCHELL R. BROWN, SHANNON
LEE COMPTON, and TANA PAIGE
MITCHELL, individually and on behalf
of themselves, the Plan and all others
similarly situated,

Plaintiffs,

vs.

KPC PROMISE HEALTHCARE, LLC,
THE KPC GROUP,
KPC HEALTHCARE, INC., and
KALI P. CHAUDHURI,

Defendants.

Case No. 5:24-cv-01893 SRM (DTBx)

Judge: Hon. Serena R. Murillo

**AMENDED STIPULATED HIPAA
QUALIFIED PROTECTIVE
ORDER**

Trial Date: 2/23/2027

IT IS HEREBY STIPULATED by and between Plaintiffs, Mary LeBrun
Obot-Akata, Bri A. Black, Crystal Michelle Phillips, Holly Marie Lyons, Kylie E.
Barker, Matthew Joseph Ellison, Margaret M. Fiorentino, Melany A. McCarty,

1 Mitchell R. Brown, Shannon Lee Compton, and Tana Paige Mitchell (collectively
2 “Plaintiffs”), and Defendants, KPC Promise HealthCare, LLC (“KPC” or the
3 “Company”), The KPC Group (“KPC Group”), KPC Healthcare, Inc. (“KPC
4 Healthcare”), and Kali P. Chaudhuri (the “Individual Defendant” or “Chaudhuri” and
5 collectively, “Defendants”; Plaintiffs and Defendants collectively the “Parties” or
6 singular referred to as a “Party”), by and through their respective counsel, that in order
7 to facilitate the exchange of information and documents which may be subject to
8 confidentiality limitations on disclosure due to federal laws, state laws, and privacy
9 rights and/or may contain trade secret or other confidential research, technical, cost,
10 price, marketing or other commercial information, the Parties stipulate as follows:

11 1. PURPOSES AND LIMITATIONS

12 Disclosure and discovery activity in this action are likely to involve production
13 of confidential, proprietary, or private information for which special protection from
14 public disclosure and from use for any purpose other than prosecuting this litigation
15 may be warranted. Accordingly, the parties hereby stipulate to and petition the court
16 to enter the following Amended Stipulated HIPAA Qualified Protective Order
17 (“Stipulated Protective Order”). The parties acknowledge that this Order does not
18 confer blanket protections on all disclosures or responses to discovery and that the
19 protection it affords from public disclosure and use extends only to the limited
20 information or items that are entitled to confidential treatment under the applicable
21 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,
22 that this Stipulated Protective Order does not entitle them to file confidential
23 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be
24 followed and the standards that will be applied when a party seeks permission from
25 the court to file material under seal.

26 2. DEFINITIONS

27 2.1 Challenging Party: a Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.2 “CONFIDENTIAL” Information or Items: information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for protection
3 under Federal Rule of Civil Procedure 26(c), and private health or personal
4 information protected from disclosure under the Health Insurance Portability and
5 Accountability Act of 1996 (“HIPAA”), 42 U.S.C. Sec. 1330, *et seq.*, California
6 Health & Safety Code Sec. 1280.15, the California Confidentiality of Medical
7 Information Act, Cal. Civ. Code Sec. 56, *et seq.*, or the Lanterman-Petris Short Act,
8 Welfare & Institutions Code Sec. 5000, *et seq.*, which the Designating Party is
9 prohibited from revealing or would not normally reveal to third parties except in
10 confidence, or has undertaken with others to maintain its confidence.

11 Further, in accordance with and as defined by the HIPAA Rules, specifically
12 45 C.F.R. § 164.512(e)(1)(ii)(B) and (v), 42 C.F.R. Part 2 and related state laws,
13 pursuant to this Stipulated Protective Order, all parties to this action are:

14 (a) Prohibited from using or disclosing protected health information (“PHI”) as
15 defined by the HIPAA Rules, specifically 45 C.F.R. § 164.500 *et seq.*, 42 C.F.R. Part
16 2 or applicable state laws and regulations governing patient privacy and protecting
17 healthcare information for any purpose other than the prosecution and defense of the
18 above-captioned action; and

19 (b) Required to securely destroy all copies of PHI or to return them to the
20 Designating Party within 60 days of the conclusion of the above-captioned action.

21 Based upon this Order, and commencing immediately from its effective date,
22 all persons are authorized and ordered to use or disclose PHI in response to a
23 subpoena, if such use or disclosure is necessary to comply with the subpoena.

24 2.3 Counsel (without qualifier): Outside Counsel of Record and House
25 Counsel (as well as their support staff).

26 2.4 Designating Party: a Party or Non-Party that designates information or
27 items that it produces in disclosures or in responses to discovery as
28 “CONFIDENTIAL.”

1 2.5 Disclosure or Discovery Material: all items or information, regardless of
2 the medium or manner in which it is generated, stored, or maintained (including,
3 among other things, testimony, transcripts, and tangible things), that are produced or
4 generated in disclosures or responses to discovery in this matter.

5 2.6 Expert: a person with specialized knowledge or experience in a matter
6 pertinent to the litigation who has been retained by a Party or its counsel to serve as
7 an expert witness or as a consultant in this action.

8 2.7 House Counsel: attorneys who are employees of a party to this action.
9 House Counsel does not include Outside Counsel of Record or any other outside
10 counsel.

11 2.8 Non-Party: any natural person, partnership, corporation, association, or
12 other legal entity not named as a Party to this action.

13 2.9 Outside Counsel of Record: attorneys who are not employees of a party
14 to this action but are retained to represent or advise a party to this action and have
15 appeared in this action on behalf of that party or are affiliated with a law firm which
16 has appeared on behalf of that party.

17 2.10 Party: any party to this action, including all of its officers, directors,
18 employees, consultants, retained experts, and Outside Counsel of Record (and their
19 support staffs).

20 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
21 Discovery Material in this action.

22 2.12 Professional Vendors: persons or entities that provide litigation support
23 services (e.g., photocopying, videotaping, translating, preparing exhibits or
24 demonstrations, and organizing, storing, or retrieving data in any form or medium)
25 and their employees and subcontractors.

26 2.13 Protected Material: any Disclosure or Discovery Material that is
27 designated as “CONFIDENTIAL.”
28

1 2.14 Receiving Party: a Party that receives Disclosure or Discovery Material
2 from a Producing Party.

3 3. SCOPE

4 The protections conferred by this Stipulation and Order cover not only
5 Protected Material (as defined above), but also (1) any information copied or extracted
6 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
7 Protected Material; and (3) any testimony, conversations, or presentations by Parties
8 or their Counsel that might reveal Protected Material. However, the protections
9 conferred by this Stipulation and Order do not cover the following information: (a)
10 any information that is in the public domain at the time of disclosure to a Receiving
11 Party or becomes part of the public domain after its disclosure to a Receiving Party
12 as a result of publication not involving a violation of this Order, including becoming
13 part of the public record through trial or otherwise; and (b) any information known to
14 the Receiving Party prior to the disclosure or obtained by the Receiving Party after
15 the disclosure from a source who obtained the information lawfully and under no
16 obligation of confidentiality to the Designating Party. Any use of Protected Material
17 at trial shall be governed by a separate agreement or order.

18 4. DURATION

19 Even after final disposition of this litigation, the confidentiality obligations
20 imposed by this Order shall remain in effect until a Designating Party agrees
21 otherwise in writing or a court order otherwise directs. Final disposition shall be
22 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
23 or without prejudice; and (2) final judgment herein after the completion and
24 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
25 including the time limits for filing any motions or applications for extension of time
26 pursuant to applicable law.

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1 5. DESIGNATING PROTECTED MATERIAL

2 5.1 Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection under this
4 Order must take care to limit any such designation to specific material that qualifies
5 under the appropriate standards. The Designating Party must designate for protection
6 only those parts of material, documents, items, or oral or written communications that
7 qualify – so that other portions of the material, documents, items, or communications
8 for which protection is not warranted are not swept unjustifiably within the ambit of
9 this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. Designations
11 that are shown to be clearly unjustified or that have been made for an improper
12 purpose (*e.g.*, to unnecessarily encumber or retard the case development process or to
13 impose unnecessary expenses and burdens on other parties) expose the Designating
14 Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the mistaken designation.

18 5.2 Manner and Timing of Designations. Except as otherwise provided in
19 this Order (*see, e.g.*, second paragraph of section 5.2(a) below), or as otherwise
20 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
21 under this Order must be clearly so designated before the material is disclosed or
22 produced.

23 Designation in conformity with this Order requires:

24 (a) For information in documentary form (*e.g.*, paper or electronic documents,
25 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
26 Producing Party affix the legend "CONFIDENTIAL" to each page that contains
27 protected material. If only a portion or portions of the material on a page qualifies for
28

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents or materials available for
4 inspection need not designate them for protection until after the inspecting Party has
5 indicated which material it would like copied and produced. During the inspection
6 and before the designation, all of the material made available for inspection shall be
7 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
8 it wants copied and produced, the Producing Party must determine which documents,
9 or portions thereof, qualify for protection under this Order. Then, before producing
10 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
11 legend to each page that contains Protected Material. If only a portion or portions of
12 the material on a page qualifies for protection, the Producing Party also must clearly
13 identify the protected portion(s) (e.g., by making appropriate markings in the
14 margins).

15 (b) for testimony given in deposition or in other pretrial or trial proceedings,
16 that the Designating Party identify on the record, before the close of the deposition,
17 hearing, or other proceeding, all protected testimony, or declare on the record that the
18 Designating Party will do so within 30 days of receipt of the transcript of the
19 deposition. If such a declaration is made on the record during the deposition, the
20 deposition transcript shall be treated by the Parties as confidential for 30 days or until
21 the Designating Party makes its designation, whichever occurs first.

22 (c) for information produced in some form other than documentary and for any
23 other tangible items, that the Producing Party affix in a prominent place on the exterior
24 of the container or containers in which the information or item is stored the legend
25 “CONFIDENTIAL.” If only a portion or portions of the information or item warrant
26 protection, the Producing Party, to the extent practicable, shall identify the protected
27 portion(s).

1 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
2 failure to designate qualified information or items does not, standing alone, waive the
3 Designating Party's right to secure protection under this Order for such material.
4 Upon timely correction of a designation, the Receiving Party must make reasonable
5 efforts to assure that the material is treated in accordance with the provisions of this
6 Order.

7 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

8 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
9 designation of confidentiality at any time consistent with and allowed by the Court's
10 scheduling order(s) as such order(s) may be amended from time to time. Unless a
11 prompt challenge to a Designating Party's confidentiality designation is necessary to
12 avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a
13 significant disruption or delay of the litigation, a Party does not waive its right to
14 challenge a confidentiality designation by electing not to mount a challenge promptly
15 after the original designation is disclosed.

16 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
17 resolution process by providing written notice of each designation it is challenging
18 and describing the basis for each challenge in strict accordance with Local Rule 37-
19 1, *et seq.* To avoid ambiguity as to whether a challenge has been made, the written
20 notice must recite that the challenge to confidentiality is being made in accordance
21 with this specific paragraph of the Stipulated Protective Order. The parties shall
22 attempt to resolve each challenge in good faith and must begin the process by
23 conferring directly in strict accordance with Local Rule 37-1, *et seq.*, and the time
24 parameters stated therein. In conferring, the Challenging Party must explain the basis
25 for its belief that the confidentiality designation was not proper and must give the
26 Designating Party an opportunity to review the designated material, to reconsider the
27 circumstances, and, if no change in designation is offered, to explain the basis for the
28 chosen designation. A Challenging Party may proceed to the next stage of the

1 challenge process only if it has strictly complied with the meet and confer process
2 prescribed by Local Rule 37-1, *et seq.*, first or establishes that the Designating Party
3 is unwilling to participate in the meet and confer process in strict accordance with
4 Local Rule 37-1, *et seq.*

5 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
6 court intervention, the Designating Party shall file and serve a notice of motion and
7 written joint stipulation to retain confidentiality pursuant to and in strict compliance
8 with Civil Local Rules 7, *et seq.*, and 37-1, *et seq.* (and in compliance with Civil Local
9 Rule 79-5, if applicable), within the time parameters prescribed therein. Each such
10 notice of motion and written joint stipulation must be accompanied by a competent
11 declaration affirming that the movant has complied with the meet and confer
12 requirements imposed in the preceding paragraph. Failure by the Designating Party
13 to make such a motion including the required declaration shall automatically waive
14 the confidentiality designation for each challenged designation. In addition, the
15 Challenging Party may file a notice of motion and written joint stipulation challenging
16 a confidentiality designation at any time if there is good cause for doing so, including
17 a challenge to the designation of a deposition transcript or any portions thereof so
18 long as the Challenging Party follows the procedures set forth in paragraph 6.2 above
19 and this paragraph. Any motion brought pursuant to this provision must be
20 accompanied by a competent declaration affirming that the movant has complied with
21 the meet and confer requirements imposed by the preceding paragraph.

22 The burden of persuasion in any such challenge proceeding shall be on the
23 Designating Party. Frivolous challenges, and those made for an improper purpose
24 (*e.g.*, to harass or impose unnecessary expenses and burdens on other parties) may
25 expose the Challenging Party to sanctions. Unless the Designating Party has waived
26 the confidentiality designation by failing to file a motion to retain confidentiality as
27 described above, all parties shall continue to afford the material in question the level
28

1 of protection to which it is entitled under the Producing Party’s designation until the
2 court rules on the challenge.

3 7. ACCESS TO AND USE OF PROTECTED MATERIAL

4 7.1 Basic Principles. A Receiving Party may use Protected Material that is
5 disclosed or produced by another Party or by a Non-Party in connection with this case
6 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
7 Material may be disclosed only to the categories of persons and under the conditions
8 described in this Order. When the litigation has been terminated, a Receiving Party
9 must comply with the provisions of section 13 below (FINAL DISPOSITION).

10 Protected Material must be stored and maintained by a Receiving Party at a
11 location and in a secure manner that ensures that access is limited to the persons
12 authorized under this Order.

13 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
14 otherwise ordered by the court or permitted in writing by the Designating Party, a
15 Receiving Party may disclose any information or item designated
16 “CONFIDENTIAL” only to:

17 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as
18 employees of said Outside Counsel of Record to whom it is reasonably necessary to
19 disclose the information for this litigation and who have signed the “Acknowledgment
20 and Agreement to Be Bound” that is attached hereto as Exhibit A;

21 (b) the Receiving Party and any officers, directors, and employees (including
22 House Counsel) of the Receiving Party to whom disclosure is reasonably necessary
23 for this litigation and who have signed the “Acknowledgment and Agreement to Be
24 Bound” (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
26 is reasonably necessary for this litigation and who have signed the “Acknowledgment
27 and Agreement to Be Bound” (Exhibit A);

28 (d) the court and its personnel;

1 (e) court reporters and their staff, professional jury or trial consultants, mock
2 jurors, and Professional Vendors to whom disclosure is reasonably necessary for this
3 litigation and who have signed the “Acknowledgment and Agreement to Be Bound”
4 (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom disclosure is
6 reasonably necessary and who have signed the “Acknowledgment and Agreement to
7 Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered
8 by the court. Pages of transcribed deposition testimony or exhibits to depositions that
9 reveal Protected Material must be separately bound by the court reporter and may not
10 be disclosed to anyone except as permitted under this Stipulated Protective Order.

11 (g) the author or recipient of a document containing the information or a
12 custodian or other person who otherwise possessed or knew the information.

13 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
14 PRODUCED IN OTHER LITIGATION

15 If a Party is served with a subpoena or a court order issued in other litigation
16 that compels disclosure of any information or items designated in this action as
17 “CONFIDENTIAL,” that Party must:

18 (a) promptly notify in writing the Designating Party. Such notification shall
19 include a copy of the subpoena or court order;

20 (b) promptly notify in writing the party who caused the subpoena or order to
21 issue in the other litigation that some or all of the material covered by the subpoena
22 or order is subject to this Stipulated Protective Order. Such notification shall include
23 a copy of this Stipulated Protective Order; and

24 (c) cooperate with respect to all reasonable procedures sought to be pursued by
25 the Designating Party whose Protected Material may be affected.

26 If the Designating Party timely seeks a protective order, the Party served with
27 the subpoena or court order shall not produce any information designated in this action
28 as “CONFIDENTIAL” before a determination by the court from which the subpoena

1 or order issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that court
3 of its confidential material – and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this action to disobey a lawful
5 directive from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8 (a) The terms of this Order are applicable to information produced by a Non-
9 Party in this action and designated as "CONFIDENTIAL." Such information
10 produced by Non-Parties in connection with this litigation is protected by the
11 remedies and relief provided by this Order. Nothing in these provisions should be
12 construed as prohibiting a Non-Party from seeking additional protections.

13 (b) In the event that a Party is required, by a valid discovery request, to produce
14 a Non-Party's confidential information in its possession, and the Party is subject to an
15 agreement with the Non-Party not to produce the Non-Party's confidential
16 information, then the Party shall:

17 (1) promptly notify in writing the Requesting Party and the Non-Party that
18 some or all of the information requested is subject to a confidentiality agreement with
19 a Non-Party;

20 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
21 Order in this litigation, the relevant discovery request(s), and a reasonably specific
22 description of the information requested; and

23 (3) make the information requested available for inspection by the Non-Party.

24 (c) If the Non-Party fails to object or seek a protective order from this court
25 within 14 days of receiving the notice and accompanying information, the Receiving
26 Party may produce the Non-Party's confidential information responsive to the
27 discovery request. If the Non-Party timely seeks a protective order, the Receiving
28 Party shall not produce any information in its possession or control that is subject to

1 the confidentiality agreement with the Non-Party before a determination by the court.
2 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
3 of seeking protection in this court of its Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the “Acknowledgment and
12 Agreement to Be Bound” that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
14 PROTECTED MATERIAL

15 When a Producing Party gives notice to Receiving Parties that certain
16 inadvertently produced material is subject to a claim of privilege or other protection,
17 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
18 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
19 may be established in an e-discovery order that provides for production without prior
20 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
21 parties reach an agreement on the effect of disclosure of a communication or
22 information covered by the attorney-client privilege or work product protection, the
23 parties may incorporate their agreement in the stipulated protective order submitted
24 to the court.

25 12. MISCELLANEOUS

26 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
27 person to seek its modification by the court in the future.
28

1 12.2 Right to Assert Other Objections. By stipulating to the entry of this
2 Stipulated Protective Order no Party waives any right it otherwise would have to
3 object to disclosing or producing any information or item on any ground not addressed
4 in this Stipulated Protective Order. Similarly, no Party waives any right to object on
5 any ground to use in evidence of any of the material covered by this Stipulated
6 Protective Order.

7 12.3 Filing Protected Material. Without written permission from the
8 Designating Party or a court order secured after appropriate notice to all interested
9 persons, a Party may not file in the public record in this action any Protected Material.
10 A Party that seeks to file under seal any Protected Material must comply with Civil
11 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
12 order authorizing the sealing of the specific Protected Material at issue. Pursuant to
13 Civil Local Rule 79-5, a sealing order will issue only upon a request establishing that
14 the Protected Material at issue is privileged, protectable as a trade secret, or otherwise
15 entitled to protection under the law. If a Receiving Party's request to file Protected
16 Material under seal pursuant to Civil Local Rule 79-5 is denied by the court, then the
17 Receiving Party may file the information in the public record pursuant to Civil Local
18 Rule 79-5 unless otherwise instructed by the court.

19 13. FINAL DISPOSITION

20 Within 60 days after the final disposition of this action, as defined in paragraph
21 4, each Receiving Party must return all Protected Material to the Producing Party or
22 destroy such material. As used in this subdivision, "all Protected Material" includes
23 all copies, abstracts, compilations, summaries, and any other format reproducing or
24 capturing any of the Protected Material. Whether the Protected Material is returned
25 or destroyed, the Receiving Party must submit a written certification to the Producing
26 Party (and, if not the same person or entity, to the Designating Party) by the 60 day
27 deadline that (1) identifies (by category, where appropriate) all the Protected Material
28 that was returned or destroyed and (2) affirms that the Receiving Party has not

1 retained any copies, abstracts, compilations, summaries or any other format
2 reproducing or capturing any of the Protected Material. Notwithstanding this
3 provision, Counsel are entitled to retain an archival copy of all pleadings, motion
4 papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence,
5 deposition and trial exhibits, expert reports, attorney work product, and consultant
6 and expert work product, even if such materials contain Protected Material. Any such
7 archival copies that contain or constitute Protected Material remain subject to this
8 Stipulated Protective Order as set forth in Section 4 (DURATION).

9 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

10 **SHULMAN BASTIAN FRIEDMAN &**
11 **BUI LLP**

12 DATED: September 10, 2025

By: /s/Shane M. Biornstad
Shane M. Biornstad
Attorneys for Defendants

15 **WENZEL FENTON CABASSA, P.A.**

16 DATED: September 10, 2025

By: /s/Amanda E. Heystek
Amanda E. Heystek
Attorney for Plaintiffs

18 Pursuant to Section 5-4.3.4(a)(2)(i) of the local rules for United States District
19 Court for the Central District of California, I certify that the content of this document
20 is acceptable to Amanda Heystek and that I have obtained authorization from her to
21 affix her electronic signature to this document.

22 /s/Shane M. Biornstad
23 Shane M. Biornstad

24 PURSUANT TO STIPULATION, IT IS SO ORDERED.

25 DATED: October 1, 2025

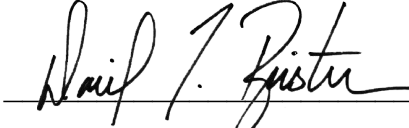
26 
27 United States Magistrate Judge
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Amended Stipulated HIPAA Qualified
Protective Order (“Stipulated Protective Order”) that was issued by the United States
District Court for the Central District of California on September __, 2025 in the case
of *Obot-Akata et al. v. KPC Promise Healthcare LLC et al.*, Case No. 5:24-cv-01893
SRM (SHKx). I agree to comply with and to be bound by all the terms of this
Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that
is subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____